

**SERIAL 03127 - RFP FLEET MANAGEMENT CONSULTING SERVICES (NIGP 95841)**

**CONTRACT PERIOD THROUGH DECEMBER 31, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FLEET MANAGEMENT CONSULTING SERVICES (NIGP 95841)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 04, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Daren Franks, OMB  
Kenneth Proksa, OMB  
Sharon Tohtsoni, Materials Management

# CONTRACT

## FLEET MANAGEMENT CONSULTING SERVICES

This Contract is entered into this 4TH day of December 2003 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and BUCHER, WILLIS & RATLIFF CORPORATION DBA (ECLIPSE), a Missouri corporation ("Contractor") for the purchase of Fleet Management Services.

### 1.0 TERM

- 1.1 This Contract is for a term of one (1) year, beginning on the 1st day of January 2004 and ending the 31st day of December 2004.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Four (4) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days before the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, contract number, description of services and price.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B".

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION AND INSURANCE:

##### 4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to the consultant's negligent performance of professional services under this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

##### 4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles

(whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

- 4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE, THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days before the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

BUCHER, WILLIS & RATLIFF CORPORATION DBA (ECLIPSE)  
Attn: Roger Thompson  
7920 Ward Parkway  
Kansas City, MO. 64114

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made.

**4.4 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days before the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.5 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.7 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.8 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.9 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**4.10 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.11 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions

which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.12 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.13 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.14 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.15 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

BUCHER, WILLIS & RATLIFF DBA (ECLIPSE)

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Ron A. Williamson

Executive Vice President

ATTESTED

BUCHER, WILLIS & RATLIFF CORPORATION DBA (ECLIPSE)

Roger Thompson

7920 Ward Parkway

Kansas City, MO. 64114

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR OF MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**SERIAL 03127-RFP EXHIBIT A**

**PRICING SHEET COMMODITY CODE P089514, NIGP CLASS CODE 95841, BLANKET ORDER NUMBER B0600922**

**BIDDER NAME:** BUCHER, WILLIS & RATLIFF CORPORATION (ECLIPSE)  
**F.I.D./VENDOR #:** 481167542  
**BIDDER ADDRESS:** 7920 WARD PARKWAY  
**P.O. ADDRESS:** SAME  
**BIDDER PHONE #:** 816-363-2696  
**BIDDER FAX #:** 816-363-0027  
**COMPANY WEB SITE:** [WWW.BWRCORP.COM](http://WWW.BWRCORP.COM)  
**COMPANY CONTACT (REP):** ROGER THOMPSON  
**E-MAIL ADDRESS (REP):** [RTHOMPSON@MINDSPRING.COM](mailto:RTHOMPSON@MINDSPRING.COM)

**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO**

**OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO**

**PAYMENT TERMS:**

**NET 30** ☒

**1.0 PRICING:**

**1.1 PRINCIPALS HOURLY RATE** **\$ 190.00**

**1.1.1 PROJECT DIRECTOR** **\$ 180.00**

**1.2 PROJECT MANAGER HOURLY RATE** **\$ 120.00**

**1.2.1 CPA** **\$ 140.00**

**1.2.2 LEAD ANALYST** **\$ 110.00**

**1.3 SUPPORT PERSONNEL HOURLY RATE** **\$ 60.00**

**1.4 TRAVEL COSTS** **\$ 12,758.00**

(All travel must be at the lowest fare or room rate  
available and be pre approved by the County)

**1.5 TOTAL PROJECT NOT TO EXCEED PRICE** **\$ 92,498.00**

**1.6 PROJECT HOUR BREAKDOWN BASED  
ON NOT TO EXCEED PRICE** **686 HOURS**





[illegible]

[illegible]



[illegible]



**ECLIPSE, 7920 WARD PARKWAY #100, KANSAS CITY, MO 64114**

PRICING SHEET P08-9514/B0600922/NIGP 95841

Terms: NET 30

Federal Tax ID Number: 48-1167542

Vendor Number: 481167542 A

Telephone Number: 816/363-2696

Fax Number: 816/363-0027

Contact Person: Roger Thompson

E-mail Address: [rthompson@mindspring.com](mailto:rthompson@mindspring.com)

Company Web Site: [www.bwrcorp.com](http://www.bwrcorp.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2004.**